ended. *Bailey* v. *Loeb,* 2 Fed. Cas. 376; *In re Webb,* 29 Fed. Cas. 494; *In re Breck,* 4 Fed. Cas. 43; *In re Jefferson,* 93 Fed. 948; *Re Hays F. & W. Co.,* 117 Fed. 879. Those holding in accord with the principal case say that unless the trustee in bankruptcy elects to take the lease, the tenant continues in the lease as though there had been no bankruptcy. *Re Roth & Appel,* 181 Fed. 667; *Cobb* v. *Overman,* 109 Fed. 65; *Re Hinckel Brewing Co.,* 123 Fed. 942; *Re Ells,* 98 Fed. 968.

BIGAMY.—CAN AN INVALID MARRIAGE BE AVOIDED WITHOUT LEGAL PROCESS?—Defendant while under the statutory age of consent and between fourteen and fifteen years of age, contracted a marriage which was followed by cohabitation for a short time. Defendant then renounced the marriage and left his wife, and five years later married another woman. In a prosecution for bigamy defendant was held guilty. *Garner* v. *State,* (Ala. 1913) 64 So. 183.

This decision is in accord with the weight of authority. However, in *People* v. *Slack,* 15 Mich. 192 and in *People v. Schoonmaker,* 119 Mich. 242, 77 N. W. 934, under a statute declaring that if either of the parties was under the age of consent at the time the marriage was solemnized and if they separated during such nonage and did not cohabit afterwards the marriage shall be deemed void without any decree of divorce or other legal process, it was held that the decree of marriage could be renounced by the party under the age of consent. In *Shafher* v. *The State,* 20 Ohio 1 the defendant married under the age of consent. He left his wife and married again and it was held that as the first marriage had not been confirmed by cohabitation after the defendant arrived at the age of consent, a conviction for bigamy could not be sustained. In *Canale* v. *People,* 177 Ill. 219, 52 N. E. 310 the general rule was recognized that a marriage, invalid where celebrated, is invalid everywhere and a marriage void by the laws of Italy because the parties were under age, and which was disaffirmed by the parties before the age of consent, was held insufficient to support a conviction of bigamy based on a subsequent marriage of one of the parties in this country. At the common law the only case in which the marriage is absolutely void from want of age to consent is where either party to it is below the age of seven. 1 BLACKSTONE COM. 436. The common law age of consent is twelve for females and fourteen for males, but marriages by parties under this age were, subject to the above restriction, voidable and could be disaffirmed without judicial decree by the party under age on becoming of age. 1 BLACKSTONE COM. 436. The general rule is that marriages under the statutory age of consent are voidable and unless avoided the marriage is valid. *Koonce* v. *Wallace,* 52 N. C. 194. And in *Smith* v. *Smith,* 84 Ga. 440, although the code declared marriages by parties under the age of consent void, yet cohabitation after reaching the age of consent was held to ratify and confirm the marriage. For extensive note on this subject see 22 L. R. A. N. S. 1202.

COMMERCE—STATE REGULATION OF PEDDLERS AND DRUMMERS.—The defendant travelled through Michigan soliciting orders for a foreign firm. The goods were shipped to defendant in carload lots, the packages being mixed

promiscuously in boxes and the only identifying marks upon the packages being specifications of their contents. The defendant hired a drayman who delivered the goods, the orders being filled by checking from the original orders. MICHIGAN COMP. LAWS 1897, § 5324 required hawkers and peddlers to take out a license, which defendant did not do, and he was tried and convicted for violation of said act. The conviction was affirmed by the Supreme Court of Michigan in 167 Mich. 417; 132 N. W. 1071. On writ of error this decision was reviewed and reversed by the United States Supreme Court. *Stewart* v. *Michigan* 232 U. S. 665.

The holding of the principal case is in accord with the settled doctrine that a state can not demand a license fee from citizens of other states taking orders within its limits for goods to be shipped from without the state. *Robbins* v. *Taxing Dist.* 120 U. S. 489, 30 L. ed. 694, 1 Inters. Com. Rep. 45, 7 Sup. Ct. 592; *Brennan* v. *Titusville,* 153 U. S. 289, 38 L. ed. 719, 4 Inters. Com. Rep. 658, 14 Sup. Ct. 829; *Caldwell* v. *North Carolina,* 187 U. S. 622, 47 L. ed. 326, 23 Sup. Ct. 159; *Dozier* v. *Alabama,* 218 U. S. 124, 54 L. ed. 965, 28 L. R. A. (N. S.) 264, 30 Sup. Ct. 649; *Crenshaw* v. *Arkansas, 227* U. S. 389, 57 L. ed. 565, 33 Sup. Ct. 294. Goods which are the product of other states are not free from taxation within the state into which they may be brought, if there be no discrimination in favor of local commodities, and they have become commingled with the general mass of property of the State. *Brown* v. *Houston,* 114 U. S. 622, 29 L. ed. 257, 5 Sup. Ct. 1091; *Pitts. Etc. Coal Co.* v. *Bates,* 156 U. S. 577, 39 L. ed. 538, 15 Sup Ct. 415. The Supreme Court of Michigan, in the principal case, took the view that because the goods came to defendant in packages upon which the name of the person who had ordered them did not appear they were proper subjects for taxation, being within the rule above stated. But the real test is whether or not there has been an interstate movement of goods, because of orders taken for their sale. *Emert* v. *Missouri,* 156 U. S. 296, 39 L. ed. 430, 5 Inters. Com. Rep. 68, 15 Sup. Ct. 367.

CONTRACTS—MUTUALITY BASED ON IMPLIED OBLIGATION.—Plaintiff agreed with defendant railroad to transfer its passengers from its passenger depot to that of another railroad for an agreed price per passenger. The defendant did not contract to furnish any passengers for the plaintiff to carry. The agreement was terminable by either party at any time on 30 days written notice. Defendant railroad put on a through coach for passengers destined to points on the other railroad, which coach was switched to the other railroad's line, and as a result there were no passengers to be carried by plaintiff. No notice of the termination of the contract was given to him. He then sued for the breach of the contract. *Held* that though the defendant promised nothing expressly, the contract was not lacking in mutuality and there was a sufficient consideration, since the law would imply an obligation on the part of the defendant railroad to perform its part of the contract. *Chicago R. I. & G Ry. Co.* v. *Martin,* (Tex. Civ. App. 1914.) 163 S. W. 313.

The court cites and follows *Lewis* v. *Atlas Mut. Life Ins. Co.,* 61 Mo. 534; *Thomas-Huycke Martin Co.* v. *Gray & Sons,* 94 Ark. 9, 125 S. W. 659,